

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
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DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
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ORDER UNDER 11 U.S.C. §§ 105(a) AND 363(b) AND FED.
R. BANKR. P. 6004 AUTHORIZING BUT NOT DIRECTING OR
REQUIRING DEBTORS TO EXTEND INDEMNITY TO GENERAL
MOTORS CORPORATION UNDER AGREEMENT BETWEEN
DELPHI AND GM WITH RESPECT TO UAW BENEFIT
GUARANTEE, DATED AS OF DECEMBER 22, 1999

("GM INDEMNITY EXTENSION ORDER")

Upon the expedited motion, dated March 21, 2008 (the "Motion"), of Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order under 11 U.S.C. §§ 105(a) and 363(b) and Fed. R. Bankr. P. 6004 authorizing, but not directing or requiring, the Debtors to extend the indemnification agreement between Delphi and General Motors Corporation ("GM") with respect to the Benefit Guarantee Agreement between GM and the United Automobile, Aerospace and Agricultural Implement Workers of America dated September 30, 1999 (the "UAW Benefit Guarantee"), dated as of December 22, 1999 (the "Indemnification Agreement"), for an additional time period of up to 15 days (i.e. up to April 15, 2008) beyond the scheduled expiration of the Indemnification Agreement if GM extends the UAW Benefit Guarantee by at least the same period of time; and upon the record of the hearing held on the Motion; and this Court having determined that the relief requested in the Motion is in the best

interests of the Debtors, their estates, their creditors, and other parties-in-interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon, and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED.
2. The Debtors are authorized, but not directed or required, to extend the Indemnification Agreement (by agreeing that any such extension is retroactive to March 31, 2008) for an additional time period of up to 15 days (i.e. up to April 15, 2008) beyond the scheduled expiration of the Indemnification Agreement if GM extends the UAW Benefit Guarantee by at least the same period of time.
3. The Debtors are authorized, but not directed or required, to execute, deliver, perform under, consummate, and implement all additional instruments and documents as may be necessary or desirable to implement and perform under an extension of the Indemnification Agreement.
4. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this order.

5. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York
March __, 2008

UNITED STATES BANKRUPTCY JUDGE